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AGREEMENT  
Between  
FREE PUBLIC LIBRARY OF THE CITY OF  
JERSEY CITY  
and  
COUNCIL 52, LOCAL 2265 AFSCME, AFL-CIO  
January 1, 1991 through  
June 30, 1993

LIBRARY  
INSTITUTE OF MANAGEMENT  
P.T.

JUL 1 1992

RUTGERS UNIVERSITY

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PREAMBLE

This AGREEMENT, entered into by and between the FREE PUBLIC LIBRARY OF THE CITY OF JERSEY CITY, hereinafter referred to as "Library," and COUNCIL 52, and LOCAL 2265, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union," by reason of the fact that said parties have as their purpose the promotion of harmonious relationships between the employer and the employees; the establishment of an equitable and peaceful procedure for the resolution of grievance; and the establishment of rates of pay, hours of work and other conditions of employment, for all employees as described in Article I of this Agreement.

ARTICLE I

RECOGNITION

A. The Library recognizes the Union as the exclusive collective negotiations agent for the purpose of establishing wages, hours and other conditions of employment for all non-professional employees employed by the Free Public Library of the City of Jersey City, but excluding confidential employees, craft employees, professional employees, policemen, managerial executives and supervisors within the meaning of the Act, including the Library Director, Supervising Librarians, Maintenance Superintendent and seasonal and part-time employees.

B. The title "employee" shall be defined to include the plural as well as the singular, and to include males as well as females.

C. Specifically excluded from the bargaining unit as confidential employees are the Business Manager and all secretaries and assistants working directly for the Library Director and Assistant Library Director in their offices.

ARTICLE II

MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States; except that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices of furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

DUES DEDUCTION

A. The Library hereby agrees to deduct from salaries of its employees subject to this Article, dues for the Union; such deductions shall be made in compliance with Chapter 310, Public

Laws of 1967, N.J.S.A. 52:14-15.9(a), as amended. Said monies, together with the records of any corrections, shall be transmitted to the Union office within one (1) week following the pay period in which deductions were made.

B. The Union will provide the necessary "check-off authorization" forms and deliver the signed forms to the Library Director or his designee. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Library written notice at least thirty (30) days prior to the effective date of such change.

C. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon the salary deduction authorization cards submitted by the Union to the Library.

D. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1st of each year, provided that a notice of a withdrawal is timely filed.

ARTICLE IV  
UNION SECURITY

A. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Union, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. This Article shall be subject to the provisions of N.J.S.A. 34:13A-5.4 et seq. as amended and supplemented by P.L. 1979, c.477.

B. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon Paragraph A of this Article.

ARTICLE V

WORK WEEK

A. The regular hours of work each day shall be consecutive except for interruption for meal periods. This shall not apply to maintenance personnel, whose assignments require an interrupted schedule.

B. 1. The regular work week for non-maintenance employees hired after July 18, 1983 shall be thirty-five (35) hours per week, excluding meal periods. Such employees working this work week shall be on a salary schedule which shall be 16.7 percent higher than salary schedule of those non-maintenance employees working a thirty (30) hour work week.

2. All non-maintenance employees on staff prior to July 18, 1983 shall be subject to working a thirty-five (35) hour work week on the higher salary scale noted in Paragraph B.1. of this Article, or a thirty (30) hour work week on the lower salary scale, as mutually agreed upon by the Library and the employee. Without such mutual agreement there shall be no

change in any employee's present regular work week. In all cases, the thirty-five (35) hour work week will be open on a class or group basis within the financial constraints of the Library keeping service to the public and unit integrity in mind.

C. The regular work week shall be thirty-five (35) hours per week for maintenance employees, excluding meal periods.

D. Tentative work schedules shall be posted in appropriate work areas two (2) weeks in advance. The scheduling of days off shall be distributed equitably. In cases of conflict, days off shall be distributed on a rotating basis.

E. Normally the Director will not change an employee's work schedule once it is established; however, in cases of special circumstances, upon seven (7) days' written notice to the Union and the affected employees, the Director shall have the right to make these changes, provided they are not unreasonable, arbitrary or capricious. The Director shall, at the request of the Union and/or the employees involved, meet with the Union and/or the employees involved within said seven (7) days to discuss the matter, and shall not put the proposed changes into effect until he has met with the employees and/or the Union. This is not meant to cover day-by-day emergencies.

F. Employees hired after February 26, 1992, the date this contract was ratified by the Union, may be placed on any schedule of any five (5) consecutive days and/or any consecutive seven (7) hours per day. (However, paragraph A of this Article, regarding interrupted schedules, shall be applicable to new maintenance employees as well as those hired prior to the ratification date.)

G. The work week for pay period purposes shall be Monday, 12:00 A.M. to Sunday, 11:59 P.M., and payment shall be made every two (2) weeks beginning with the first Thursday following the first pay period. It is agreed that all present employees have had the equivalent of four days' pay "held back," so that the Library is able to properly adjust for overtime and actual working time during each pay period. New employees shall have four (4) days' pay withheld from their first paycheck.

## ARTICLE VI

### OVERTIME

A. 1. Regularly scheduled overtime work shall be distributed on a rotational basis to employees within the same job classifications, or whose job classifications qualify them for particular overtime work and who work at the location where the overtime exists.

2. In the case of Saturday overtime only, and only for the specific duration of this Agreement, the requirement that the employee work at the location where the overtime exists shall not apply. It is specifically understood that unless renegotiated by the parties, this Paragraph A-2 shall cease to be effective on June 30, 1993.

B. Regularly scheduled overtime shall mean overtime where there is sufficient notice of the need of overtime work to utilize the system set forth in Paragraph "A" above. Such overtime shall be awarded on a rotational basis to the employees in accordance with their seniority as defined in Article XVI. Any employee called for overtime shall be placed on the bottom of the seniority list, regardless of whether or not said overtime is actually worked.

C. A record of overtime hours worked by employees shall be accessible to Union representatives upon reasonable request therefor.

D. Regularly scheduled overtime work shall be voluntary; however, employees may be required to work overtime in an emergency situation as determined by the Library Director.

E. Employees working overtime in excess of the hours set forth in Article IV shall be paid overtime at the rate of time and one-half (1-1/2) their base rate of pay. Paid, but

unworked, sick leave shall be considered as time worked in computing whether an employee has worked in excess of the aforementioned hours. Any employee desiring compensatory time off, in lieu of pay for overtime, shall request approval from the Library Director, or his designee.

F. Any hours worked consecutively in excess of twelve (12), or any work performed on Sundays, shall be compensated for at double time.

G. Any employee required to return during periods other than his regularly scheduled shift, shall be paid time and one-half (1-1/2) for such work and shall be guaranteed not less than four (4) hours' pay at the time and one-half (1-1/2) regardless of the number of hours actually worked. When called back to work, employees may be required to work any or all of the four (4) hour period for which they are being paid. Flag raising and lowering on holidays shall be considered a single four (4) hour shift despite the interruption.

H. There shall be no pyramiding of overtime or premium pay; i.e., no premium rate shall be paid on another premium rate.

## ARTICLE VII

### MEAL PERIODS

A. All full time employees shall be granted a meal period of one (1) hour during each working shift. Whenever possible,

the meal period shall be scheduled in the middle of the shift. Employees assigned to the school shall continue to follow school practice as to lunch periods.

B. In the event that employees are required to work during a scheduled meal period, then, in that event, the employee shall be compensated at the rate of time and one-half (1-1/2) for the period worked.

#### ARTICLE VIII

##### PREMIUM PAY OPERATIONS

A. Employees working after 6:00 PM, and on Saturdays, shall receive twelve and one-half percent (12-1/2%) differential over their base rate of pay for such hours worked.

B. Such premium pay shall be in addition to and not a waiver of overtime pay as provided by Article VI.

C. Continuous operations employees shall not be affected by the above premium pay.

#### ARTICLE IX

##### HOLIDAYS

A. All employees shall be entitled to sixteen (16) holidays in each year of this contractual Agreement.

B. The following ten (10) days shall be guaranteed days on which the Library shall be closed:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Holy Saturday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

C. In addition to the holidays listed in Paragraph B of this Article, there will be an additional five (5) holidays to be mutually agreed upon by the Library Director and the Union.

D. There shall be one (1) additional holiday to be declared at the discretion of the Library Director.

E. Employees who are required to work on any holiday shall receive at their option, either compensatory time off at the rate of time and one-half (1-1/2) or payment at the rate of time and one-half (1-1/2) in addition to their regular day's pay for the holiday.

F. When the City declares a special holiday to its civilian white collar employees, the Library shall grant such days to employees of this Unit.

G. In the event an employee receives compensatory time off in lieu of cash payment in accordance with "E" above, the compensatory time off shall be scheduled at the mutual convenience of the employee and the Library. Compensatory time must be used within six (6) months of the date upon which it is earned.

ARTICLE X

SICK LEAVE

A. Service Credit for Sick Leave:

1. All permanent employees and full time provisional employees shall be entitled to sick leave, with pay, based upon their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

B. Amount of Sick Leave:

1. Sick leave with pay shall accrue to any employee on the following basis:

One (1) working day for each full month, up to the end of the first calendar year of service; and in each calendar year thereafter, fifteen (15) working days.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year thereafter, to be used if and when needed for such purpose.

C. Reporting of Absences on Sick Leave:

1. If an employee is absent for reasons that entitle him to sick leave, the Employer shall be notified prior to the employee's starting time.

(a) Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) or more consecutive days shall constitute a resignation, except in an emergency situation.

D. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Library may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.

E. Sick leave shall be prorated for those employees who resign before the end of the calendar year and for those employees who have been granted leaves of absence without pay. Those employees who retire anytime during the calendar year shall be entitled to full sick leave allowance for that year, if used; however, unused sick leave for the calendar year of retirement shall be prorated.

F. Each employee shall be advised of the number of sick days left in his or her sick leave bank, his or her salary, longevity and other accumulated time due as soon as possible after the first of each calendar year of this Agreement, but in no event later than March 15th.

## ARTICLE XI

### LEAVES OF ABSENCE

#### A. Bereavement Leave

An employee shall suffer no loss of regular pay for time off up to a maximum of five (5) consecutive days beginning with the day after death of a member of the employee's immediate family. Immediate family is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent or

grandchild. In the event of death of any relative not listed above and when warranted by special circumstances, the Library Director may grant such bereavement leave as may be necessary and proper. In the granting of such bereavement leave, the Library Director shall not act in an arbitrary manner. Bereavement leave as defined above shall not be charged against an employee's sick leave.

B. Academic or Special Course Work Leave

1. Any staff member desiring to take an extension course, attend an extended seminar, or workshop, in any field related to his work that would benefit both his work and the Library may be permitted to do so at the discretion of the Library Director under the policy set forth by the Board. Time off with pay may be allowed and expenses may be paid up to but not exceeding full time allowance and full expenses in the event such leave is granted.

2. The Library may adjust the work schedules of employees on academic or special course work leave providing there is not undue inconvenience to other staff members or the functioning of the Library.

C. Unpaid Leaves of Absence

The Board of Trustees may grant an employee a leave of absence without pay for maximum period of six (6) months for personal or maternity reasons. This may be extended for an

additional period subject to Civil Service rules. Said leave of absence shall only be granted to employees who have been employed for a period of at least one (1) year. Said leave may not be arbitrarily or unreasonably withheld. The Board of Trustees reserves the right to limit the number of unpaid leaves granted to any employee. The Library and the Union agree that no leave of absence without pay shall be granted to any employee for a period of less than one (1) week.

D. Military Leave

The Library agrees to grant such military leave as is provided by State statutes.

E. Personal Leave

1. All employees in the bargaining unit shall be entitled to four (4) personal leave days per year after the completion of one (1) year service. Any such personal leave not used shall be transferred to the accumulated sick leave bank. Such leave shall not be used for the purpose of extending holidays or vacations.

2. It is understood that personal leave entitlement shall be prorated for the year in the event of termination.

F. Convention Leave

1. Any member of the Library staff may request permission to attend the New Jersey Library Association annual convention. For those employees whose requests to attend are granted, the Library shall pay registration fees and shall allow the employees' time off with no loss of regular pay. The Library does reserve the right, however, to limit the number of employees who attend such convention, due to the needs of the Library.

2. Any employee may apply to the Library Director to attend the American Library Association annual convention. No less than one (1) member of this bargaining unit or the "Professional Bargaining Unit" shall be allowed to attend, with no loss in regular pay, on a rotational seniority basis. Generally, there shall be no expenses or fees paid by the Library; however, in the Library Director's sole discretion, certain expenses or fees may be paid by the Library.

ARTICLE XII

VACATIONS

A. All permanent employees shall be entitled to annual vacation in accordance with the following schedule:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of first calendar year	One (1) working day for each month

1 to 5 years	17 working days
5 to 10 years	20 working days
10 to 15 years	25 working days
15 years and over	30 working days

B. All provisional, non-professional employees shall be entitled to the following vacation schedule:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of first calendar year	One (1) working day for each month (not to exceed ten (10) working days)
Every year thereafter	10 working days

However, this shall not operate to reduce the number of vacation days enjoyed by an existing provisional employee.

C. With the approval of the Library Director, or his designee, a vacation may be granted to employees at any period of the year, providing it does not cause inconvenience to the public or fellow employees.

D. Vacation time not granted to employees shall accumulate for the next succeeding year only.

E. All employees who are laid off or retire must use all accumulated vacation prior to the effective date of lay off or retirement.

F. Vacations are prorated for employees who resign or are laid off, employees who have had a leave of absence without pay during the calendar year, and employees who retire during the calendar year.

G. In the event an employee is ill during his or her vacation for five (5) or more days, upon presentation of acceptable medical evidence to the Library Director, either during or immediately after the vacation, the employee shall have deducted from his/her sick leave bank, the number of days the employee was ill and have restored to her/his vacation bank, an equal number of days, which may be taken either during the balance of that year or may be carried into the next succeeding year only.

ARTICLE XIII  
DISCHARGE AND DISCIPLINE

A. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action taken shall be commensurate with the offense.

B. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

C. The Employer shall not discharge a permanent employee without just cause; except where violence and/or health and safety of other employees may be involved, the Employer shall give the Union five (5) working days' notice of the intention to discharge an employee. During such five (5) days, the two (2) sides shall meet and try to resolve the matter. If discharge takes place, the Union and the individual will be given a written reason for the discharge and the grievance procedure may be invoked.

D. The Union shall have the right to take up a suspension and/or discharge as a grievance at the Third Step of the grievance procedure, and the matter will be handled in accordance with the procedure set forth herein.

E. Employees will be permitted to view their personnel files upon reasonable notice, during regular business hours.

ARTICLE XIV  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days of the discovery of the grievance, but in no event more than thirty (30) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) or thirty (30) days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate Supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved and filed with the Supervising Librarian, or equivalent title, or his designee, within five (5) days following the determination by the immediate Supervisor.

(b) In the event either party requests same, a conference shall be held regarding the grievance between the grievant and his representatives and the Supervising Librarian or his designee.

(c) The Supervising Librarian, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance, or the holding of the conference in the event such conference is held.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Supervising Librarian, or his designee, the matter may be submitted to the Library Director.

(b) In the event either party deems it valuable a meeting shall be held between the Library Director and the aggrieved and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of a conference by the Library Director.

(c) A representative from District Council 52 may also be present at this conference.

STEP FOUR: ARBITRATION:

(a) If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to the Public

Employment Relations Commission (PERC) within ten (10) days after the determination by the Library Director. An arbitrator shall be selected pursuant to the rules of PERC.

(b) However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Library Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment if supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Library and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties.

D. Miscellaneous Provisions:

1. The Union President, or his authorized representative, may report an impending grievance to the Library Director in an effort to forestall its occurrence.

2. Any disciplinary grievance which may result in a loss of pay to any employee shall be instituted at the Third Step of the grievance procedure.

3. A grievance may begin at the lowest step where it can be resolved. If the respondent at that level feels it has been inappropriately filed at said level, he or she may require that it be filed at the proper lower level.

4. It is agreed that, in the discretion of the Library, informal conferences and/or hearings may be held regarding "non-negotiable" items. Such conferences and/or hearings shall not be deemed a waiver of the Library's rights as to the scope of the negotiability of said terms.

ARTICLE XV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither an employee nor any person acting on

her/his behalf will cause, authorize, or support, nor will any person acting on behalf of such employee take part in any strike.

B. The Union will actively discourage and take whatever affirmative steps must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action. The Library will actively discourage and take whatever affirmative steps must be taken to prevent or terminate any lockout.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Library or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law, or in equity for injunction, in the event of such breach by either party.

#### ARTICLE XVI

#### SENIORITY

A. 1. Seniority as used in this Contract is defined as an employee's total length of continuous service with the Employer, beginning with his/her date of permanency, and shall be consistent with an employee's seniority as determined and recorded by the New Jersey Department of Civil Service.

2. Employees who have no permanency in any title or position with the Library shall have no seniority rights for the

first one hundred and twenty (120) days of employment. This one hundred and twenty (120) day period may be extended by the Employer upon notice to the Union for an additional thirty (30) days. During this one hundred and twenty (120) day (or extended) period, the Library shall have the right to discharge an employee for any reason. Beginning with the 121st (or extended) day of employment, non-permanent employees shall have seniority rights as between other non-permanent employees as defined in paragraph 1 of paragraph A of this Article.

B. In the event seniority is equal between permanent employees, then in that event, the date of hire shall be considered as the determinant of seniority.

C. If the question arises concerning two (2) employees who are hired on the same date, their seniority shall be determined thereafter in accordance with the alphabetical order of their last names.

D. Lay-offs and demotions shall be made in accordance with inverse seniority in title and in accordance with Civil Service regulations, except that as to provisions, they will be laid off in inverse order of seniority as defined in paragraph A above.

E. Scheduling of vacation shall be done in accordance with seniority within job locations.

F. Lateral Transfers

1. Within thirty (30) days from the signing of this Agreement, and at least every ninety (90) days thereafter, the Library shall post and distribute a position list showing all job titles current in the Library, by location and assignment. A separate sheet shall call attention to all vacancies, new positions and positions or titles being dropped from the last previous listing.

2. Within ten (10) working days of the posting of the position list, each employee must notify the Library, in writing, (on a transfer bid form which shall be provided by the Library) of the position to which he or she desires or will accept a lateral transfer. An employee may change his bid once within any ninety (90) day period by submitting another transfer bid form to the Library Director, who will notify the Union and adjust the list. However, a bid change will be effective only upon receipt by the Library Director's office.

3. Within twenty (20) working days of receipt of the bid forms (or the deadline for the filing of such forms) the Library shall post a list showing all those who bid for each position in seniority order.

If there are any vacancies, vacant positions will be filled by lateral transfer in accordance with the seniority of all qualified bidders for the position.

4. All physical transfers shall be effectuated in a manner consistent with the orderly operation of the Library.

5. Vacancies resulting from the transfers made in accordance with paragraphs 1 through 4 of paragraph F, shall be filled on the same basis as the original vacancies. This process will continue until all vacancies are filled and/or all bids for lateral transfer to vacant positions are exhausted. All remaining vacancies will be filled through the following steps taken in priority as listed:

(i) (Where applicable) promotion.

(ii) Outside hire or remain unfilled at the discretion of the Library Director.

G. Promotional Opportunities

1. When a promotional opportunity is available, a notice of such opening shall be posted prominently for a period of not less than ten (10) days. All interested employees shall,

within fifteen (15) days from the date of posting, indicate their desire for the promotion, in writing, to the Library Director. Promotions shall be made in accordance with seniority among qualified employees. In the event there are no qualified applicants among the next lower title, then the Library may seek qualified applicants from among the next lower title, or resort to outside hiring in order to acquire a qualified employee for the job.

2. The Library Director shall answer each request for promotion within fifteen (15) working days from the closing date of the posting. The Library Director shall, within twenty (20) working days from the date of answering, effectuate the promotion. However, if such promotion would decrease the staffing of any unit by more than twenty percent (20%), such promotion may be delayed, at the discretion of the Library Director. In that event, the employee who is being promoted shall receive the title and increased salary of the promotion within the twenty (20) working day period aforementioned.

3. Simultaneously with his answer to applicants for the posted promotions, the Library Director shall send to the Union the names of all those applying for the position, and shall tell the Union the name of the employee whom he chooses for the position.

4. The form for posting promotions shall mention any special qualifications, and shall include the job title and location.

H. Any employee who receives a promotion in accordance with this Article shall receive an increase of either five percent (5%) of the minimum of the title to which he is promoted or the minimum pay for the title, whichever is greater.

I. If no employee on the staff bids for a job and it is necessary to hire from the outside, the individual so hired shall be promotable for so long as he remains in the original position's promotional line, and immune from being bidden out of the promotion by more senior employees.

J. If the Department of Civil Service rules that any action taken under the provisions of this Article is in conflict with Civil Service Rules or Regulations, then such Civil Service Rules and Regulations shall take precedence over the contract.

K. The parties agree to meet with the aim of revising this Article in a mutually acceptable manner.

## ARTICLE XVII

### PENSION

A. Employees shall receive pensions and retirement pursuant to provisions of state law and local ordinance.

ARTICLE XVIII  
SAFETY AND HEALTH

A. The parties agree that the maintenance of safe and healthful working conditions is a matter of high priority for both parties.

B. To the extent permitted by law, the Employer agrees to maintain interior working conditions at a temperature within the range of 60 degrees F., to 85 degrees F., except for maintenance areas and Main Library stacks. If the temperature exceeds these limits, the Library Director may reassign any affected employee to another location with a more suitable temperature.

C. The Employer agrees that if an employee incurs an on-the-job injury, he shall not receive a pay loss while being out of work, nor shall he be charged with any sick leave time or vacation time as a result of the injury, and the employee shall receive full pay while he is out of work because of the injury, to a maximum of one (1) year, but such pay may be reduced by any worker's compensation or disability awarded to the employee.

ARTICLE XIX  
NON-DISCRIMINATION

A. The parties agree that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, sexual orientation, political

affiliation, union membership or non-membership, or Union activities. As to overt manifestations of sexual orientation which the Library believes to be disruptive to normal service to its patrons, such will not be protected under this Article.

ARTICLE XX

TERMINAL LEAVE

A. All retiring employees shall receive terminal leave to be computed on the basis of seventy percent (70%) of their unused sick leave at the time of retirement. In the event an employee has suffered a bona fide illness resulting in extended use of sick leave immediately prior to retirement, said employee shall receive not less than thirty (30) days of terminal leave pay.

B. The maximum limit of sick leave benefits under this Article for any employee shall be Eight Thousand (\$8,000.00) Dollars.

C. No employee hired after January 1, 1978 shall be entitled to any terminal leave benefits under this Article whatsoever.

D. Compensation for the accrued vacation and terminal leave shall be paid at the time of retirement to the employee.

ARTICLE XXI

INSURANCE

A. The Library hereby agrees that for the life of this Agreement, it shall provide Blue Cross, Blue Shield, Rider J and Major Medical insurance to cover all employees, their spouses and dependent children.

B. The Library shall provide life insurance in an amount of five thousand (\$5,000.00) dollars and accidental death and dismemberment insurance in the amount of five thousand (\$5,000.00) dollars for each employee up to the age of sixty-five (65). After attainment of age sixty-five (65), the available insurance shall be reduced to two thousand (\$2,000.00) dollars.

C. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

D. Dental Plan

The Library will provide up to three hundred sixty (\$360.00) dollars per annum per employee to purchase dental insurance or service for the employee and his/her family.

E. Prescription Plan

As soon as practicable after the signing of this Agreement, the Library will provide a prescription plan which shall provide for a five dollar (\$5.00) co-payment per prescription, and a fifteen hundred dollar (\$1500) per person annual maximum reimbursement. In addition to the above plan, which is currently self-insured, the Library will provide a prescription card program from Industrial Prescription Service, or its equivalent, with the same co-payment and maximum.

F. Optical Plan

Effective after February 26, 1992, the date the Union ratified this Agreement, the Library shall provide an optical plan which shall provide a maximized reimbursement of seventy-five dollars (\$75.00) per annum.

ARTICLE XXII

BULLETIN BOARDS

A. Bulletin Boards shall be permitted by the Employer at each of the Library locations. The Employer shall have the right to determine the location and size of said bulletin board.

ARTICLE XXIII

UNION PRIVILEGES

A. The Library agrees that during working hours, on the Library's premises and without loss of pay, the Local President or his/her designee shall be allowed time to conduct Union business. Such business may include but is not limited to the following:

- post Union notices
- distribute Union literature
- solicit Union membership during other employees' non-working time
- transmit communications authorized by the local Union or its officers to the Library or its representatives
- consult with the Library, or appropriate staff, local Union officers, or other Union representatives.

1. The President of the Union shall be permitted to attend grievance settlement conferences when they are mutually scheduled during work hours and shall suffer no loss of pay thereby.

2. In the event it is mutually agreed to schedule a collective negotiations sessions during the employees' regular work hours, Union representatives, not to exceed three (3), shall be excused from normal work duties to participate in said collective negotiations sessions and shall suffer no loss of regular pay thereby.

B. Authorized representatives of the Union, not to exceed two (2), in addition to the President, shall have the right to represent employees at grievance conferences.

C. Union Convention Leave

1. Union delegates shall be afforded leave with pay to attend the four (4) conventions herein named up to an aggregate of ten man days per year: Statewide AFSCME Annual Convention, Statewide AFL-CIO Convention, Statewide Legislative Conference, Bi-Annual AFSCME National Conventions.

2. Additional time for legitimate Union business shall be allowed on request.

ARTICLE XXIV

EMPLOYEE RIGHTS

A. Nothing contained herein shall alter or deprive any employee of rights guaranteed him by federal or state laws and all rights enumerated herein.

ARTICLE XXV

WORKING CONDITIONS

A. Any proposed new rules or changes in existing rules which would serve to change existing terms and conditions of employment shall be negotiated prior to implementation.

ARTICLE XXVI

SALARIES

A. Salary Rates

Subject to paragraphs B through E of this Article, employees shall receive base salary increases in accordance with the following schedule: (increases for 1992 and 1993 are to be effective with the first regular pay in the designated month)

Effective  
Retroactively to  
June 17, 1991

\$660.00

Effective  
January, 1992

\$880.00

Effective  
January, 1993

\$660.00

B. Salary Rate Procedures

1. No employee whose employment has ceased prior to the date the Union membership has ratified the Memorandum of Agreement which formed the basis of this Contract, shall receive any raise hereunder.

2. No employee shall receive any raise for one (1) year from his or her date of hire; however, on his or her one year anniversary date, his or her salary rate shall increase by the amount of the negotiated raises occurring since his or her employment date but such employee shall not receive retroactive monies.

C. Maximum Salaries

1. Any compensation due under paragraph A which exceeds the maximum salary established for the employee's position shall be considered a "wage apportionment bonus" to be paid to the employee on the last payday of the year, provided the employee is still employed on that day.

2. It is specifically understood, however, that for the period January 1, 1991 through June 30, 1993 only, the maximum salaries shall increase by the settlement percentages of paragraph A of this Article. It is specifically understood that this paragraph

C-2 shall cease to be effective on June 30, 1993 and that paragraph C-1 of this Article shall remain in effect, except that the maximum salaries established during the term of this Agreement shall not be reduced.

D. Minimum Salaries

Minimums may increase by no more than the amounts as the settlement figures of paragraph A of this Article.

E. Longevity

All employees shall receive longevity payments in accordance with the following schedule:

Five (5) years of service	\$200.00
Ten (10) years of service	\$400.00
Fifteen (15) years of service	\$600.00
Twenty (20) years of service	\$800.00
Twenty-five (25) years of service	\$1,000.00

ARTICLE XXVII

SPECIAL CONSIDERATIONS

A. The Employer agrees to provide twenty (20) cents per mile for any employee who is directed to use his personal vehicle on official business.

B. Except for watchmen, the Employer agrees to arrange that no individual employee be required to remain alone in any building after 5:00 PM.

C. The Employer agrees to compensate an employee for any tuition incurred as a result of being directed to take a special training course in relation to his/her position. If an employee is directed to take a special course, it is understood that the Employer will rearrange the work schedule of the employee to permit attendance at said course.

D. When a bank holiday falls on Friday, any employee who has the day before as a day off, may pick up his check on his or her last working day preceding the holiday after 3:00 PM at the Main Office of the Library.

E. The Library shall arrange for maintenance employees to be provided with uniforms, at Library expense.

ARTICLE XXVIII

MISCELLANEOUS

A. The representatives of the Free Public Library of Jersey City and the Union may, by mutual consent, adopt written memoranda

covering in more specific terms, the interpretation or application of this Agreement. Such memoranda shall not conflict with the Agreement, the latter being the controlling factor should any dispute arise.

B. Any provision of this Agreement may be changed, supplemented or altered, provided both the parties mutually agree to do so in writing.

C. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the Library on the date that this document is executed. Such benefits shall also accrue to those employees hired after the signing of this document, except as otherwise specified herein.

D. Labor-Management meetings between representatives of the Employer and up to four (4) representatives of the local Union on important matters, which are not grievances or negotiations, may be arranged by the mutual agreement between the local President and the Library Director. Arrangements for the time, date and place of such conference shall be made in advance, and an agenda of the matters to be taken up shall be presented prior to the meeting. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meeting fall within their regular working hours. It is understood that these meetings are for "meet and confer" purposes only.

ARTICLE XXIX  
FULLY BARGAINING PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXX  
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by a Court or other tribunal of competent jurisdiction, all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI  
TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of the date hereof, and shall remain in effect to and including June 30, 1993, without any reopening date. This AGREEMENT shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, pursuant to the regulations of the Public Employment Relations Commission, of the desire to change, modify or terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Jersey City, New Jersey, on this                    day of                   , 1992.

COUNCIL 52, LOCAL 2265  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

By:

Joveneria O. Best  
Arthur C. Pelo Jr.  
Witness:

Patricia A. Martinez

FREE PUBLIC LIBRARY OF  
JERSEY CITY, NEW JERSEY

By:

Walter Donald Jr.  
Alfred L. Helle  
Witness: